



PLAN AND AGREEMENT

Agreed and Entered into this _____ day of _____, 20____ between the "Employer or Plan Sponsor," and the "Participant."

Name: _____ Soc. Sec. No.: _____ Date of Birth: _____

Address: _____ Work Phone: (____) _____

City, State, Zip: _____ Home Phone: (____) _____

Employer or State Agency: _____ Hire Date: _____ Email: _____

\$ _____ or _____ %

Deferral Amount Per Month

(minimum \$25.00 monthly — maximum 100%)

X

Participant's Signature (Do not print)

FOR OFFICIAL USE ONLY—OREGON SAVINGS GROWTH PLAN

01 _____

02 _____ \$ _____ or _____ % Sal _____

03 _____ 403/457 _____

LG _____ Approval _____ 10/12 mo. _____
OSGP Manager or Designee

1. PURPOSE. Employer desires to establish and Participant desires to participate in an "eligible deferred compensation plan" as defined in Section 457(b) of the Internal Revenue Code (IRC). Participant performs services for Employer as an employee. NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other valuable consideration, receipt of which is hereby acknowledged, it is mutually agreed and covenanted by and between Employer and Participant as follows:

2. DEFERRAL. As of the last business day of each period the compensation that Participant would otherwise receive for the pay period shall be reduced by the dollar amount or percentage shown above, and the amount of the reduction shall be contributed to Participant's Deferred Compensation Account (the "Account") in the Oregon Savings Growth Plan (the "Plan").

3. CHANGE IN AMOUNT OF DEFERRAL. The amount of compensation to be deferred under the Plan may be increased or decreased by providing telephonic instructions, instructions communicated via the participant Internet site or other approved methods prescribed by the Oregon Savings Growth Plan. Any such revision shall be effective only for compensation which will be earned after the last day of the calendar month in which the revision is submitted to the Oregon Savings Growth Plan.

4. INVESTMENT. All or any portion of Participant's Account may be, but shall not be required to be, invested by the Plan in the options designated by Participant. The Plan shall have absolute and uncontrolled discretion with respect to the option or options in which the Account shall be invested.

5. MAXIMUM DEFERRAL. Except as provided in paragraph 14, the following limitations shall apply: In no event shall the annual deferral amount for any Participant's taxable year exceed the lesser of: (i) the applicable dollar amount specified in IRC Section 457(c)(15) is \$15,500 for 2007; and thereafter as adjusted for inflation under IRC Section 415(d); or (ii) 100 percent of includible compensation for services performed for Employer.

6. TIMING OF DEFERRAL. Compensation will be deferred for any calendar month only if an agreement providing for such deferral has been entered into before the first day of such calendar month. Initial plan enrollment paperwork received in the Oregon Savings Growth Plan after the twenty-fifth day of any given month shall be considered as being received in the following month.

7. ACCOUNTS HELD IN TRUST. All amounts of compensation deferred under the Plan, all property and rights purchased with such amounts and all income attributable to such amounts, property, or rights shall be held in trust for the exclusive benefit of Participants and their beneficiaries.

8. EMPLOYER'S OBLIGATION; FEES AND CHARGES. Employer's sole obligation to the Participant at any time shall be equal to the value of the Account at such time. The Participant's Account shall be reduced by any charges or fees incurred in liquidating any investment in which the Account is invested, including any interest penalty for early withdrawal of amounts deposited in any financial institution. In addition, the Plan may charge each Participant an annual administrative fee of up to two (2) percent of the Account.

9. NON-ASSIGNMENT. Except as required by the terms of a domestic relations order as defined in ORS 243.507, and as provided under the IRC, Participant may not assign, anticipate, alienate, sell, transfer, pledge, or in any way encumber any of the rights Participant may have hereunder and Employer shall reject and refuse to honor any such purported action with respect to such rights. The Plan and Agreement shall be binding on Employer's assigns and successors and on Participant's personal representative, executor or administrator. The interest of Participant or any beneficiary designated by Participant in Participant's Account or in any obligation established by this Plan and Agreement shall not be subject to the claims of Participant's creditors or to legal process on behalf of Participant's creditors or be liable for the debts of any beneficiary.

10. MERGER. All of the terms and conditions of the Oregon Savings Growth Plan and Agreement contained on the reverse hereof are incorporated herein and by this reference made a part hereof. Further, the Plan will be administered as set forth in paragraphs 18 and 19.



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